

E1-18692



**RE: Port MacKenzie Rail Extension Project: 15-day Review of Draft MOU**

**Gasek, Douglas F (DNR)** to: David.Navecky

09/07/2011 02:05 PM

Cc: "Bittner, Judith E (DNR)"

From: "Gasek, Douglas F (DNR)" <doug.gasek@alaska.gov>

To: David.Navecky@stb.dot.gov

Cc: "Bittner, Judith E (DNR)" <judy.bittner@alaska.gov>

History: This message has been replied to.

1 attachment



PMRE-PA\_MOU\_Draft-072111\_AKSHPOComments082611.docx

Hi Dave,  
Shina duVall in our office submitted comments on the MOU to you on August 26. We copied the Alaska Railroad so they could start working on the comments. I'm attaching a copy of the email for your reference.  
Thanks. - Doug

-----Original Message-----

From: David.Navecky@stb.dot.gov [mailto:David.Navecky@stb.dot.gov]

Sent: Wednesday, September 07, 2011 9:58 AM

To: David.Navecky@stb.dot.gov

Cc: Gasek, Douglas F (DNR); Bittner, Judith E (DNR)

Subject: Re: Port MacKenzie Rail Extension Project: 15-day Review of Draft MOU

Judy and Doug -

In reference to the August 15, 2011 email and attachment below, I had requested comments on the subject MOU by last Wednesday, August 31, 2011.

Please let me know if you will not be making comments on this document. Or if you intend to comment, I respectfully request that you do so within the next few business days,

Thanks,

Dave

From: David Navecky/STB

To: "Judy Bittner" <judy.bittner@alaska.gov>

Cc: doug.gasek@alaska.gov, "Kusske Floyd, Kathryn" <kusske.floyd.kathryn@dorsey.com>

Date: 08/15/2011 02:20 PM

Subject: Port MacKenzie Rail Extension Project: 15-day Review of Draft

MOU

Judy -

The Programmatic Agreement (Agreement) for the Port MacKenzie Rail Extension Project was executed on June 15, 2011. The Agreement outlines the creation of a Working Group, consisting of the Alaska Railroad Corporation (ARRC), Matanuska-Susitna Borough (MSB), and the Knik Tribal Council (KTC). The Working Group will be responsible for completing certain tasks under the Agreement and reporting back to the STB and your office, the State Historic Preservation Office (SHPO).

The roles and responsibilities of the Working group are to be defined in a Memorandum of Understanding (MOU). The Working Group has prepared a draft MOU, and today I am providing you the draft MOU for a 15-day review and comment period, as specified in Stipulation III.A.4 of the Agreement.

Accordingly, please review the attached draft MOU and provide any written comments to me by Wednesday, August 31, 2011.

Please let me know if you have any questions.

Thanks,

Dave Navecky  
Office of Environmental Analysis  
202-245-0294

(See attached file: PMRE-PA\_MOU\_Draft-072111.docx)

----- Message from "Duvall, Shina A (DNR)" <shina.duvall@alaska.gov> on Fri, 26 Aug 2011 16:02:50 -0800 -----

To: dave.navecky@stb.dot.gov

cc: Barbara Hotchkin <Hotchkinb@akrr.com>, Brian Lindamood <LindamoodB@akrr.com>, Fran Seager-Boss <Fr  
<AWade@kniktribe.org>, "Bittner, Judith E (DNR)" <judy.bittner@alaska.gov>, "Gasek, Douglas F (DNR)" <doi

Subject: RE: Port MacKenzie Rail Extension: 15-day Review of Draft MOU

Hi Dave,

By way of introduction, I joined the Alaska SHPO at OHA in mid-June and will be serving as the coordinator of the Review & Compliance unit here. I have been working with Doug here in our office as well as the rest of the Working Group members to get caught up to speed on the Port MacKenzie Rail Extension project. I look forward to working with you and hope to have an opportunity to meet you and other state/federal agency colleagues in person when time and circumstances allow.

Our office has reviewed the Draft MOU. Please see the attached document for our tracked changes and comments/suggestions. We generally worked to simplify and clarify the document so that a lay reader will be able to better understand its intent/purpose. In addition to the changes and comments in the attached, we offer a couple of general comments for your consideration.

Primarily, we believe that this document would better fulfill its originally-intended purpose, as described in the PA, if it incorporated the actual proposed curation agreement/policy, identification

methodology, standard treatments, etc. as appendices or attachments. It appears to some extent, that the language in the MOU simply reiterates what is already stated in the PA (i.e., it describes what the purpose of the MOU is, rather than carries forward its intended tasks).

Additionally, we believe that more clarification could be provided regarding the responsible parties and the time frames each party has to accomplish tasks.

We look forward to working with the Signatories, the Working Group, and other consulting parties on this project. Please do not hesitate to contact us if you have any questions or if we may be of further assistance.

Best regards,  
Shina

Shina duVall, RPA  
Archaeologist, Review and Compliance Coordinator  
Alaska State Historic Preservation Office / Office of History and Archaeology  
550 W. 7th Ave., Suite 1310  
907-269-8720 (phone) 907-269-8908 (fax)  
shina.duvall@alaska.gov

-----Original Message-----

From: David.Navecky@stb.dot.gov [mailto:David.Navecky@stb.dot.gov]  
Sent: Monday, August 15, 2011 10:16 AM  
To: judy.bittner@gmail.com  
Cc: Gasek, Douglas F (DNR); Kusske Floyd, Kathryn  
Subject: Port MacKenzie Rail Extension: 15-day Review of Draft MOU

Judy -

The Programmatic Agreement (Agreement) for the Port MacKenzie Rail Extension Project was executed on June 15, 2011. The Agreement outlines the creation of a Working Group, consisting of the Alaska Railroad Corporation (ARRC), Matanuska-Susitna Borough (MSB), and the Knik Tribal Council (KTC). The Working Group will be responsible for completing certain tasks under the Agreement and reporting back to the STB and your office, the State Historic Preservation Office (SHPO).

The roles and responsibilities of the Working group are to be defined in a Memorandum of Understanding (MOU). The Working Group has prepared a draft MOU, and today I am providing you the draft MOU for a 15-day review and comment period, as specified in Stipulation III.A.4 of the Agreement.

Accordingly, please review the attached draft MOU and provide any written comments to me by Wednesday, August 31, 2011.

Please let me know if you have any questions.

Thanks,

Dave Navecky  
Office of Environmental Analysis  
202-245-0294

(See attached file: PMRE-PA\_MOU\_Draft-072111.docx)



**Port MacKenzie Rail Extension Project**  
**MEMORANDUM OF UNDERSTANDING**  
**Implementing the Section 106 Programmatic Agreement**  
**Regarding the Alaska Railroad Corporation Construction and**  
**Operation of a Rail Line Extension to Port MacKenzie, Alaska**

**WHEREAS**, the purpose of this Memorandum of Understanding (MOU) is to facilitate or carry out Stipulations II.D (Delineation of the APE), III.C and IX (Training), III.D (Future Consultation), VI (Curation), and VII (Annual Reports), and to support Stipulation IV (Evaluation and Treatment of Historic Properties) of the Port MacKenzie Rail Extension Project (Undertaking) Programmatic Agreement (Agreement), executed June 15, 2011, pursuant to Section 106 of the National Historic Preservation Act of 1966 as amended (16 USC 470; herein NHPA), and its implementing regulations (36 CFR Part 800), and to establish the respective responsibilities and commitments of the parties for such implementation; and

~~**WHEREAS**, this MOU is entered into under the authority of the NHPA, as amended, 16 USC 470 *et. seq* and the National Environmental Policy Act of 1969, as amended, 42 USC 4321 *et. Seq* (NEPA); and~~

**WHEREAS**, the Surface Transportation Board (STB) is the Lead Federal Agency responsible for compliance with Section 106 of NHPA and its implementing regulations (36 CFR 800); and

**WHEREAS**, the State Historic Preservation Officer (SHPO) is a Signatory to the Agreement pursuant to 36 CFR 800.6(c)(1); and

**WHEREAS**, the Alaska Railroad Corporation (ARRC), the Applicant for the Undertaking, is an Invited Signatory to the Agreement pursuant to 36 CFR 800.6(c)(2) and shall act as the main point of contact for the Working Group; and,

**WHEREAS**, the Knik Tribal Council (KTC), a Federally Recognized Tribe recognized as the traditional people residing in the area being crossed by the Undertaking and shall act as a point of contact for Tribal entities identified in Attachment A.2 (Tribes and Alaska Native Organization Contact List) of the Agreement, is an Invited Signatory to the Agreement pursuant to 36 CFR 800.6(c)(2); and

**WHEREAS**, the Matanuska-Susitna Borough (MSB), [the certified local government under the NHPA (16 USC 470a(c)) in the area being crossed by the Undertaking], is an Invited Signatory to the Agreement pursuant to 36 CFR 800.6(c)(2); and

**WHEREAS**, MSB, ARRC, and KTC, in consultation with the STB and SHPO have formed a Working Group, per Stipulation III.A of the Agreement, for implementation of responsibilities under the Agreement and are working together to continue a positive and productive partnership for this Undertaking; and,

**WHEREAS**, all activities and work products prepared pursuant to the MOU shall be carried out by ARRC and are subject to the oversight, review, and approval of Signatories to the Agreement as ~~they~~ the Signatories deem appropriate; and,

**NOW, THEREFORE**, ARRC, MSB, and KTC hereby promise and agree by and between each other as follows:

**1. PURPOSE**

The purpose of this MOU is to describe and reinforce the Working Group's objectives by identifying roles and responsibilities stipulated in the Agreement; developing a summary of tasks and deliverables for completing Agreement responsibilities; developing review and consultation procedures; and establishing level of effort for identification, evaluation, and mitigation efforts under the Agreement.

**2. OBJECTIVES**

The objectives of the Working Group are to ~~facilitate avoidance, minimization, and mitigation of historic properties that could be affected by the Undertaking; facilitate and~~ continue the positive working relationship between ARRC, MSB and KTC; and promote consultation between the Working Group members, Signatories, and Concurring Parties and other interested parties to the Agreement.

**3. ROLES AND RESPONSIBILITIES**

In addition to all other promises and agreements in this MOU, the specific duties and responsibilities of the Working Group shall be as follows:

- (A) Consult and collaborate with Signatories and Concurring Parties throughout the five (5) year period of the Agreement
- (B) Actively participate and meet as needed to address the needs and objectives of the Agreement and this MOU
- ~~(C) Carry out the tasks outlined in the Agreement and this MOU (see Sections 4 through 6 for Scopes of Work for these tasks), in consultation with STB, SHPO, and interested Concurring Parties, including:~~
  - ~~(1) Delineate the proposed final Area of Potential Effect (APE) for the Undertaking (Section 4);~~
  - ~~(2) Develop a plan for addressing additional identification and evaluation efforts as needed (Section 5);~~
  - ~~(3) Collaborate on investigations conducted to identify potential historic properties in the APE (Section 5);~~
  - ~~(4) Compile and submit to STB and SHPO information regarding cultural resources identified in the APE (Section 5);~~

- ~~(5) Develop a Curation Policy and Agreement with selected facility for materials collected during identification and evaluation activities covered by the Agreement (Section 6);~~
- ~~(D) Participate on the following tasks in the Agreement that are assigned to ARRC including:~~
  - ~~(1) Consult on the Iditarod Dog Sledding Historic District (IDSHD) Workshop and provide input on potential design changes, modifications, and/or refinements of the Undertaking to avoid, mitigate, or minimize adverse effects on the IDSHD;~~
  - ~~(2) Consult on and participate in the development of Annual Training Curriculum and carrying out annual training;~~
  - ~~(3) Consult on treatment of cultural resource sites, artifacts, human remains, sacred objects, and/or objects of cultural patrimony discovered during construction;~~
  - ~~(4) Consult on and participate in documenting the results of work conducted under the Agreement and MOU in the Annual Reports for this Undertaking;~~

See Attachment A of this MOU for a summary of Working Group and ARRC tasks identified in the Agreement.

#### 4. ~~DELINEATION OF THE PROPOSED FINAL APE – SCOPE OF WORK~~

##### ~~(A) Purpose~~

- ~~(1) The STB, in consultation with the SHPO, established an APE for the purposes of previous Section 106 and NEPA analysis.~~
- ~~(2) The APE shall be revised to reflect ARRC's final project design for the licensed alignment.~~
- ~~(3) Delineation of the APE shall guide identification and evaluation efforts and facilitate efforts to avoid, minimize, or mitigate effects on historic properties.~~

##### ~~(B)~~ (A) Specific Scope of Work

- (1) The Working Group shall refine the APE, by segment, based on the definition provided in Stipulation II.C (Applicability of this Agreement and Area of Potential Effects) of the Agreement and ARRC's final project design.
- (2) The Working Group shall not show the location of sensitive archaeological sites on APE map(s).
- (3) Prior to any construction, the APE shall be delineated by the Working Group and approved by STB and SHPO

##### ~~(C)~~ (B) Deliverables/Reporting

- (1) ARRC in coordination with working group members shall deliver APE mMap(s) to the STB, SHPO, and other interested consulting Concurring

~~pParties~~ <sup>[SAD3]</sup> (draft and final) no later than 60 days after STB issues a license.

- (2) ARRC in coordination with working group members shall deliver Updated APE map(s) to the STB, SHPO, and other interested Concurring consulting pParties should if the Undertaking be is altered to and includes an areaany area outside of the existing approved APE

~~(D)~~ (C) Consultation Process

- (1) ~~Working Group~~ ARRC in coordination with the working group shall consult with STB, SHPO, Happy Trails Kennels (HTK), Willow Dog Mushers Association (WDMA), Iditarod Historic Trail Alliance (IHTA), and other interested consulting parties to develop a draft and final APE.
- (2) ARRC shall submit the proposed final APE to STB and SHPO for a 15 day review, comment, and approval period.
- (3) ARRC shall submit final APE, (as approved by STB and SHPO,) to all Signatories, Invited Signatories, interested Concurring consulting pParties, and other identified consulting parties as appropriate
- (4) ARRC will provide a report that summarizes the results ofn consultation to STB and SHPO. Dependent on the results of consultation, STB and SHPO may direct ARRC to refine the boundaries of the APE and repeat the process starting at C2. The process outlined in Stipulation XI (Dispute Resolution) of the Agreement shall be followed if agreement is not reached during consultation.

~~(E)~~ Management

- (1) ~~Because project design is not complete on all segments, the APE may be subject to further refinement.~~
- (2) ~~The Working Group shall regularly review the Undertaking to ensure that the APE accurately reflects project construction activities.~~

~~(F)~~ Administrative Requirements

- (1) ~~36 CFR 800.4(a)(1)~~
- (2) ~~36 CFR 800.16(d)~~

~~(G)~~ Schedule

- (1) ~~APE to be discussed and developed during the IDSHD Workshop~~
- (2) ~~STB and SHPO have a 15 day review period for the proposed APE~~
- (3) ~~Final APE to be delineated prior to beginning of Phase 1 construction~~

**5. IDENTIFICATION AND EVALUATION OF POTENTIAL HISTORIC PROPERTIES IN THE APE** <sup>[d4]</sup> **SCOPE OF WORK**

~~(A)~~ Purpose



- ~~(1) The STB conducted initial identification and evaluation of potential historic properties for the purposes of previous Section 106 and NEPA analysis.~~
- ~~(2) Following STB's licensing of an alternative and refinement of the APE to reflect final design, additional identification and evaluation of historic properties in the APE may be needed. [as]~~

~~(B)(A)~~ Specific Scope of Work

- (1) The Working Group shall review data provided by STB from the previous Section 106/NEPA analysis and identify locations within the refined APE requiring further analysis and methods that will be used. Then submit for review and approval.

- (2) Additional identification and evaluation efforts could include:
- a) revising/updating probability modeling for the APE;
  - b) completing additional surveys or monitoring in moderate to high probability areas not previously surveyed in the APE;
  - c) conducting oral history interviews; conducting a workshop with users of the IDSHD ~~to delineate the boundaries of contributing features within the APE;~~ and
  - d) consulting with the Tribes to assess potential effects on historic properties in the APE, including effects on current harvest areas such as the ceremonial moose hunt area or other areas of cultural and/or religious significance.
- (3) ~~KTC and MSB cultural resources professionals and/or cultural resources professionals retained by ARRC shall complete additional identification and evaluation efforts.~~ All work will be conducted by people professionals who that meet the Secretary of Interior (SOIS) standards in the appropriate field.
- (4) The methodology to be used for the additional surveys shall include:
- a) conducting pedestrian surveys in moderate to high probability areas within the APE that have not yet been surveyed;
  - b) excavating shovel tests at the discretion of the cultural resource professional; and
  - c) ~~delineating~~ identifying the boundaries of any potentially significant cultural resources identified during pedestrian survey and/or subsurface testing.
- (5) The cultural resource professionals shall evaluate the ~~potential~~ eligibility of any identified resources ~~identified for the National Register of Historic Places (NRHP), and whether identify adverse effects to historic resources, and assess if those effects are adverse would occur.~~
- (6) The cultural resource professionals shall prepare a report that ~~shall~~ includes, at a minimum, results of additional survey and/or monitoring activities, recommendations regarding eligibility for the NRHP for potential historic properties identified in the APE, and effects to NRHP eligible properties.
- (7) ~~The Working Group shall provide the report, with recommendations to STB for its use in making final determinations of NRHP eligibility and effect.~~<sup>[d6]</sup>
- (8) ARRC shall include efforts for/results of identification and evaluation in the annual report.

~~(C)~~(B) Deliverables/Reporting

- (1) ARRC in coordination with the working group will submit a Phased Identification Plan<sup>[d7]</sup> to STB and SHPO for review and approval.

~~(1) Permit applications for field investigations, as needed.~~<sup>[d8]</sup>



- (1) ~~Identification and evaluation efforts for the Phase I area shall be completed prior to the beginning of Phase I construction if deemed necessary~~

## 6. DEVELOPMENT OF A CURATION POLICY AND AGREEMENT – SCOPE OF WORK

### (A) ~~Purpose~~ General [SAD11]

- (1) ~~ARRC in coordination with the Working Group shall~~ (1) ~~To develop a Curation Policy and Agreement with the Working Group's selected~~ a curatorial facility that meets requirements found in 36 CFR 79.
- (2) ~~ARRC in coordination with the Working Group shall submit the Curation Policy and Agreement to STB and SHPO for review and approval.~~  
~~and To ensure that all artifacts, faunal remains, samples, records and field notes, and related materials collected during activities covered by the Agreement and MOU are deposited in an approved the selected curatorial facility.~~
- (3) ~~(1) ARRC shall ensure that all artifacts, faunal remains, samples, records and field notes, and related materials collected during activities covered by this Agreement are packaged in archival quality materials and in a manner appropriate to the material type consistent with 36 CFR 79.~~
- (4) ~~(4) ARRC shall ensure that the collections are deposited in an approved curatorial facility that meets requirements found in 36 CFR 79~~
- (5) ~~Once approved, the Curation Policy and Agreement shall be appended to the Agreement.~~
- (2) ~~ARRC shall ensure that collections shall be packaged in archival quality materials and in a manner appropriate to the material type consistent with 36 CFR 79~~
- (6) ~~The Curation Policy and Agreement shall be completed prior to the beginning of Phase 1 construction~~

### (B) ~~Specific Scope of Work~~

- (1) ~~The ARRC in coordination with the Working Group shall identify a curatorial facility that meets requirements in 36 CFR 79~~
- (2) ~~ARRC in coordination with the working group and other interested consulting parties shall develop a draft curation policy and agreement.~~
- (3) ~~ARRC in coordination with the working group shall submit it to STB and SHPO for review and approval.~~
- (4) ~~Once approved, the Curation Policy and Agreement shall be appended to the Agreement.~~
- (2) ~~The Working Group shall identify landowners in the area(s) to be surveyed~~
- (3) ~~The Working Group shall develop a Curation Policy and Agreement in consultation with STB, SHPO, the selected repository, and identified landowners~~

- ~~(C) — Deliverables/Reporting~~
  - ~~(1) — *Curation Policy and Agreement*~~
  - ~~(2) — *Annual Report*~~
- ~~(D) — Consultation~~
  - ~~(1) — Consult with STB, SHPO, Tribes, identified landowners, and the identified curatorial facility regarding curation~~
  - ~~(2) — Consult with SHPO and STB regarding the draft *Curation Policy and Agreement*~~
  - ~~(3) — Provide the *Curation Policy and Agreement* to Signatories and Concurring Parties as appropriate~~
  - ~~(4) — Append the *Curation Policy and Agreement* to the Agreement~~
  - ~~(5) — Follow the process outlined in Stipulation XI (Dispute Resolution) of the Agreement if agreement is not reached during consultation.~~
- ~~(E) — Management~~
  - ~~(1) — ARRC shall ensure that all artifacts, faunal remains, samples, records and field notes, and related materials collected during activities covered by this Agreement are deposited in a curatorial facility that meets requirements found in 36 CFR 79~~
  - ~~(2) — ARRC shall ensure that collections shall be packaged in archival quality materials and in a manner appropriate to the material type consistent with 36 CFR 79~~
- ~~(F) — Administrative Requirements~~
  - ~~(1) — 36 CFR 79 (*Curation of Federally Owned and Administered Archaeological Collections*)~~
- ~~(G) — Schedule~~
  - ~~(1) — The *Curation Policy and Agreement* shall be completed prior to the beginning of Phase 1 construction~~
  - ~~(2) — STB and SHPO shall have a 30 day review and comment period for the draft document~~

## ~~7. — GENERAL CONSULTATION PROCEDURES~~

- ~~(A) — Other interested consulting parties may include Signatories, Invited Signatories, and Concurring Parties to the Agreement as well as other individuals and organizations with a demonstrated interest in the Undertaking and/or who have expressed interest during consultation on MOU tasks.~~
- ~~(B) — ARRC shall act as a point of contact for the Working Group.~~
- ~~(C) — KTC shall act as a point of contact for Tribal entities identified in Attachment A.2 (Tribes and Alaska Native Organization Contact List) of the Agreement. It shall be assumed, based on the Agreement, that KTC speaks in the interest of the Tribes for Section 106 activities and shall disseminate information regarding Tribal resources to other Tribes as appropriate unless the Tribe has informed STB otherwise.~~
- ~~(D) — Consultation may occur via email, letter, telephone, or meetings as deemed appropriate by the Working Group in consultation with STB and SHPO.~~

~~(E) Consultation efforts, including identification of additional consulting parties and meetings or correspondence, that have occurred in coordination with tasks outlined in the Agreement and this MOU shall be documented and summarized for inclusion in the Annual Report.~~

~~(F) Schedules/deadlines for review and comment on deliverables submitted to consulting parties shall be clearly stated in transmittals.~~

~~(G) Discussion/agendas for consultation meetings may combine MOU tasks as appropriate.~~

~~(H) Consultation on the MOU~~

~~(1) Working Group shall develop MOU in consultation with STB and SHPO~~

~~(2) ARRC shall submit MOU to STB and SHPO for 15 day review and comment~~

~~(3) ARRC shall incorporate STB and SHPO comments on the draft MOU as appropriate~~

~~(4) ARRC shall provide executed MOU to STB and SHPO for their reference and records~~

~~(I) Procedures for identifying and consulting other interested parties beyond those identified in the Agreement or contacted during development of the Agreement (Stipulation III.A.3)~~

~~(1) Working Group, in consultation with Signatories and Concurring Parties to the Agreement, shall identify other parties that should be invited to participate, including interested members of the public~~

~~a. Consult with Signatories and Concurring Parties to determine if additional parties, not already a Concurring Party or contacted as part of Agreement development, have expressed an interest in being a consulting party for the Undertaking~~

~~b. Contact potential additional consulting parties identified in Section 7.I.1.a to confirm their interest in being a consulting party~~

~~c. Add information to the Project website regarding consultation opportunities (e.g., meetings, document review, etc.) and how to be added to the consulting party list~~

~~d. Provide sign-up sheets for people interested in becoming a consulting party at consultation workshops~~

~~(2) Consulting parties, identified in consultation with Signatories and Concurring Parties to the Agreement (Section 7.I.1), shall be invited in writing by STB, or ARRC if designated by STB to do so, to participate in consultation~~

~~(3) Other groups or individuals, not identified in consultation with Signatories and Concurring Parties to the Agreement but with a demonstrated interest in the Undertaking, may submit written requests to be a consulting party to STB~~

**8. MONITORING, AMENDMENTS, TERMINATION, AND CONSISTENCY WITH THE AGREEMENT**

**(A) Monitoring.** All tasks carried out under the MOU are subject to the oversight, review, and approval by the Signatories to the Agreement (STB, SHPO, and the

Advisory Council on Historic Preservation [ACHP]) as the Signatories deem appropriate.

- (B) **Amendments.** Any party to this MOU may request that it be amended. Amendments shall be submitted in writing to MOU parties for consideration and inclusion in the MOU. The revised MOU shall be submitted to STB and SHPO for review and comment.
- (C) **Termination.** Any party to this MOU may terminate it by providing 30 days written notice to the other parties. Parties to the MOU shall consult during this 30-day period to seek agreements on amendments or other actions that would avoid termination. ARRC shall notify STB and SHPO of consultation to avoid termination and invite them to participate. In the event that STB and SHPO approve termination of the MOU, STB shall comply with Stipulation ~~XIII-2~~ (Termination/Dispute Resolutions) of the Agreement.<sup>[d12]</sup>
- (D) **Consistency with the Agreement.** Wherever this MOU contradicts or is inconsistent with the Agreement, the provisions of the Agreement shall govern exclusively and such contradiction or inconsistency shall have no force or effect.

DRAFT, July 21, 2011

**SIGNATORIES**

**ALASKA RAILROAD CORPORATION**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Christopher Aadnesen, President and Chief Executive Officer

**KNIK TRIBAL COUNCIL**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Debra Call, President

**MATANUSKA SUSITNA BOROUGH**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
John Moosey, MSB Manager



## ATTACHMENT A. SUMMARY OF TASKS AND DELIVERABLES

Task	Responsible Party	Contributors	Deliverables	Review/Comment Period	Consulting Parties	Task Deadline	Associated Tasks
Develop Memorandum of Understanding (MOU) • Agreement Stipulation: III A • Revisions by ARRC in consultation with Working Group • Draft and Final version to STB and SHPO	ARRC with Working Group	Working Group in consultation with STB & SHPO	MOU	15 days	STB & SHPO	No later than 45 days after STB licensing of Alternative	APE, Training, Curation, Identification & Evaluation of Potential Historic Properties, Annual Report
Develop Idlewood Dog Sheding Historic District (IDSHD) Workshop • Agreement Stipulation: V A • Draft to ARRC, STB, SHPO, Working Group • Revisions by ARRC	ARRC	ARRC in consultation with STB, SHPO, & Working Group	Agenda and Materials	15 days	STB, SHPO, Working Group	Within 60 days after STB licensing of Alternative	Workshop Summary & Implementation Plan, Delineation of APE
Develop IDSHD Workshop Summary & Implementation Plan • Agreement Stipulation: V B • Revisions by ARRC • Draft and Final version to all Signatories, Invited Signatories, & interested consulting parties	ARRC	ARRC in consultation with STB, SHPO, & Working Group	Summary and Implementation Plan	30 days	Signatories, Invited Signatories, & interested consulting parties	Within 60 days after IDSHD Workshop	IDSHD Workshop
Delineate Area of Potential Effect (APE) • Agreement Stipulation: II D 1-2, II D 3 • Draft of Proposed Final APE to SHPO & STB • Revisions by ARRC • Revisions of Proposed Final APE to SHPO & STB (if needed) • Final version and revisions to all Signatories, Invited Signatories, & interested Consulting Parties	ARRC with Working Group	Working Group, HTK, WDMA, and other consulting parties interested in the IDSHD	Proposed Final APE  Revised Final APE (if needed)	15 days  15 days (if needed)	Signatories, Invited Signatories, & interested Consulting Parties	No later than 60 days after STB licensing of Alternative  Within 30 days of ARRC's receipt of license/permit altering APE (if needed)	IDSHD Workshop
Develop Curatorial Policy and Agreement • Agreement Stipulation: VI • Draft to STB and SHPO • Revisions by Working Group • Final to Signatories, Invited Signatories, & Consulting Parties	ARRC with Working Group	Working Group in consultation with STB & SHPO	Curatorial Policy & Agreement	30 days	Draft to STB and SHPO  Final to Signatories, Invited Signatories, & Consulting Parties	Prior to ground-distributing activity	MOU, APE, Identification & Evaluation
Develop Annual Training Curriculum • Agreement Stipulation: III C, IX • Draft to STB, SHPO, MSB, and Tribes • Revisions by ARRC • Final version goes in Training Binder kept by supervisory personnel	ARRC	ARRC in consultation with STB, SHPO, & Working Group	Annual Training Curriculum	30 days (no review period stipulated in Agreement)	STB, SHPO, MSB, and Tribes in Attachment A.2 of Agreement	Annually	
Identification & Evaluation of Potential Historic Properties in APE • Agreement Stipulation: III B 4 • Draft to STB & SHPO • Revisions by Working Group	ARRC with Working Group	Working Group	Documentation and Evaluation of Potential Historic Properties in the APE	30 days (no review period stipulated in Agreement)	STB & SHPO	Within 30 days of investigating any sites in final APE	APE
Evaluation and Treatment of Potential Historic Properties (STB) • Agreement Stipulation: IV • Draft to SHPO • Revisions by STB • Final to all Signatories, Invited Signatories, & interested Consulting Parties	STB	Working Group	Evaluation and Treatment of Potential Historic Properties in the APE	30 days  15 days	SHPO  Signatories, Invited Signatories, & interested Consulting Parties		APE, Identification & Evaluation
Prepare and Review Unanticipated Discovery Reports • Draft to STB & SHPO as needed	ARRC	ARRC	Unanticipated or Unanticipated Discovery Reports	5 days	STB, SHPO, Tribes, and land managing agency (as appropriate)	Within 72 hours of discovery	APE, Identification & Evaluation
Prepare Annual Report	ARRC	ARRC, Working Group, STB, SHPO	Annual Report	30 days (no review period stipulated in Agreement)	Signatories, Invited Signatories, & interested Consulting Parties	Annually	MOU, Identification & Evaluation, Annual Training